

Terms of Exhibition of TOKYO PACK 2024

Any exhibitor (hereinafter called the “Exhibitor”) who has an intention to participate in TOKYO PACK 2024 (hereinafter called the “Exhibition”) will be required to comply with the following terms and conditions provided in this Terms of the Exhibition (hereinafter called the “Terms of Exhibition”).

Article 1 Exhibition Contract and Right to Use of Booth

(1)The Exhibitor, who has an intention to participate in the Exhibition, shall fill in the application form for the Exhibition (hereinafter called the “Application Form”) as otherwise designated by JAPAN PACKAGING INSTITUTE, the organizer of this Exhibition (hereinafter called the “Organizer”), and send it to the Organizer.
 (2)The Organizer will submit an application acceptance with an invoice (hereinafter called the “Acceptance and Invoice”) to the Exhibitor after the Organizer confirms the contents of the Application Form submitted from the Exhibitor and approves such application from the Exhibitor.
 (3)The exhibition contract (hereinafter called the “Exhibition Contract”) shall be effective at the time of submission of the Acceptance and Invoice to the Exhibitor ; however, the Exhibitor shall not have any right to use the booth assigned until the Exhibitor fully pays all amounts of the exhibition fees (hereinafter called the “Exhibition Fees”) within the date indicated on the invoice in accordance with the Article 3 of this Terms of Exhibition.

Article 2 Refusal of Application

(1)The Organizer has the right to refuse or reject any application from the Exhibitor in case that the Organizer finds and decides the Exhibitor or any of its exhibition items may be inappropriate to this Exhibition or the purpose of it.
 (2)In case the organizer determines that persistent claims from an exhibitor significantly hinder the normal operation of this exhibition, the organizer will cancel the participation of the relevant exhibitor. In the event that the participation contract is terminated based on this situation, the organizer retains the right to claim cancellation fees and other damages in accordance with the Article 4 from the exhibitor.

Article 3 Invoice and Payment of Exhibition Fees

(1)After the effective date of the Exhibition Contract based on the Article 1, the Exhibitor shall fully pay the total amount of the Exhibition fees within the date on the invoice by means of telegraphic transfer remittance to such bank account as otherwise designated by the Organizer. The Exhibitor shall not pay such amount by draft. Any and all bank charges, commissions and other costs associated with such telegraphic transfer remittance shall be for the account of the Exhibitor.
 (2)Any and all payments payable by the Exhibitor to the Organizer under this Terms of Exhibition shall be made in Japanese Yen.
 (3)In case the Exhibitor fails to pay full amount of the Exhibition fees by the deadline, the Organizer has the right to deem the Exhibition Contract between the Exhibitor and the Organizer to be canceled, and then, n

Article 4 Cancel after Application / Cancellation Charges

(1)After submitting the Application Form to the Organizer, the Exhibitor shall not revoke, cancel, or change the application or the Exhibition Contract in principle.
 (2)Notwithstanding the previous Section, in case the Exhibitor desires to cancel or change the Exhibition Contract, the Exhibitor shall submit the Organizer a written cancellation notice in advance in which the reason of such cancellation and other relating information shall be described. In case the Organizer admits that such cancellation or change may be inevitable due to the force majeure or any act of God, and accept such cancellation, the Exhibitor shall immediately pay the Organizer the following cancellation charges (hereinafter called the “Cancellation Charges”) depending on the acceptance date of such cancellation notice by the Organizer (hereinafter called the “Reference Date”). The Exhibition Contract between the Exhibitor and the Organizer shall be canceled at the time when the payments of the Cancellation Charges be fully made by the Exhibitor to the Organizer :

- Cancellation Charges
 (*Following periods shall be classified based on the Reference Date.)
 i)From May 15, 2024 to June 28, 2024 :
 *Fifty percent (50%) of the full amount of the Exhibition Fees
 ii)On or after June 28, 2024 :
 *One Hundred percent (100%) of the full amount of the Exhibition Fees

(3)In case the Exhibitor has already paid the full of, or a part of, the amount of the Exhibition Fees to the Organizer before submitting the cancellation notice (hereinafter called the “Advanced Payments”), such amount of the Advanced Payments shall be applied to the Cancellation Charges payable to the Organizer. If such Advanced Payments exceed the amount of the Cancellation Charges, the balance shall be reimbursed to the Exhibitor by the payment method and by the date designated by the Organizer. If such Advanced Payments be insufficient to the amount of the Cancellation Charges, or if any Advanced Payment has not been made, the balance, or the full amount, of the Cancellation Charged shall immediately be paid by the Exhibitor to the Organizer.

(4)Notwithstanding the provision of the Reference Date described in the Section 2 of this Article, in case the Exhibitor fails to pay the amount the Cancellation Charges or its balance provided in the latter part of the previous Section within two weeks from the submission of cancellation notice to the Organizer, the Cancellation Charges shall be One Hundred percent (100%) of the full amount of the Exhibition Fees irrespective of actual date of the cancellation notice.

Article 5 Expenses included in Exhibition Fees

The following fees and expenses shall be included in the Exhibition Fees :
 Fee for use of i) exhibiting booths, ii) partition wall(s) (back wall and side wall of adjoining booths, if any), iii) prescribed number of visitor guidance articles (information guide, posters, etc.),

iv) fee for posting the name and other information of the exhibitor to exhibitor’s list on the formal homepage of this exhibition (up to two companies per booth, v) construction costs of electric trunk line within a supply limit as otherwise designated, and vi) planning, management and administrative expenses of the whole Exhibition.

Article 6 Expenses excluded in Exhibition Fees

The following fees and expenses shall NOT be included in the Exhibition Fees :
 i) Decoration, installation and carrying out, and operational expenses in or relating to the booth assigned to the Exhibitor, ii) construction and usage fees of electricity, gas, water supply, etc., iii) construction and usage fees for communication lines, iv) usage fees for leased fixtures, v) additional visitor guidance articles fees, vi) expenses concerning the accident which occurred during installation and carrying out works or demonstration, vii) compensation fees due to the breakage of the hall equipments, fixtures or other company’s exhibition items, etc., ix) insurance premiums for exhibition items, etc., of the Exhibitor, x) expenses for the repair of the exhibition items pursuant to any statute and/or exhibiting regulation, and xi) other fees and items which shall not be included in the Exhibition Fees as provided in the Article 5.

Article 7 Type of Booth

The type of the booths shall be five kinds of types in principle, such as single, double and block type 3,4, & 5, as described in the Application Outline otherwise designated and provided by the Organizer and the Application Form (which may be described in the attached Guidance of Application to the Exhibition), etc. The number of the booths available is designated depending on the said types of the booths. The Exhibitor shall make an application for the Exhibition after selecting and deciding the number and the type of the booths pursuant to the following 1) and 2) ; provided, however, in view of the formation of entire venue or hall of the Exhibition, the Organizer has the right to change the type and/or the number of booths available to the Exhibitor both before and after the effective date of the Exhibition Contracts between the Exhibitor and the Organizer :

- 1)Unacceptable type and layout of the booths :
 * “L”- character like booth layout
 * A layout that three faces of one single booth abut on passages, or
 * A layout that two booths of one exhibitor face each other across a passage.
 2)Partition Wall :
 Partition walls (back wall and side wall) will be set up at the cost of the Organizer in case there are other booths adjacent to the Exhibitor’s booths in the single or double type. In case there is no adjoining booth, any partition wall will not be set up.

Article 8 Allocation of Booth

The Organizer may, at its sole discretion, decide the booths allocated and available to the Exhibitor by considering comprehensively the Exhibitor’s country, area, the contents of exhibition, the order of the applications, past exhibition performances, a scale, equipments used, space formation and so on, based on the drawings determined by the Organizer.

Article 9 Prohibition of Sublease of Booth

Without a prior written consent of the Organizer, the Exhibitor shall in no manner sublease, transfer, rental or exchange the right to use the booths allocated to the Exhibitor, in whole or in part, to any third party or any other exhibitor of the Exhibition.

Article 10 Joint Exhibition

In case of an application by two or more companies jointly, only one company (hereinafter called the “Representative Exhibitor”) shall make an application with the information of the other companies’ names, contact addresses, etc., to the Organizer at the time of application. Any notice or submit of visitor guidance articles from the Organizer shall be made only to the Representative Exhibitor; provided, however, the joint exhibitors other than the Representative Exhibitor shall be treated as the same of the Representative Exhibitor relating to the posting of the names and other information of the Exhibitor to exhibitor’s list on the formal homepage of this Exhibition or visitor guidance articles.

Article 11 Installation and Removal of Exhibition Items

(1)Exhibition items of the Exhibitor shall be installed and set to the exhibition venue and hall during the time period as notified from the Organizer afterward. However, the installation and setting of exhibition items to the booths assigned shall have been finished by October 22, 2024. In case the Exhibitor does not occupy the booths assigned to it by 5:00 p.m. of October 22 2024, the Organizer has the right to deem the Exhibition Contract cancelled and to use such booths in a manner which the Organizer thinks appropriate at its sole discretion. And in such case, the Exhibitor shall pay the Cancellation Charges applied to the cancellation date of October 22,2024, pursuant to the Article 4.
 (2)In case that the booths assigned to the Exhibitor be adjacent to the other exhibitor’s booths, the Exhibitor shall agree not to construct or set up its booths and exhibition items in any manner obstructive to the other exhibitor’s booths.
 (3)The Exhibitor shall not install, transport or take out its exhibition items, ornaments, etc. without a prior consent of the Organizer.
 (4)Any and all exhibition items and ornaments of the Exhibitor in the booths assigned shall be removed and taken out by the time otherwise notified by the Organizer afterward (it might be expected to be 11:00 a.m. of October 26, 2024,) by the Exhibitor’s costs

and expenses. Any of the exhibition items or ornaments of the Exhibitor not removed or taken out by such designated time shall be removed or taken out by the Organizer by the Exhibitor's costs and expenses.

Article 12 Use of Exhibition Venue

(1)The Exhibitor agrees that it shall not operate and manage the booths assigned in any manner obstructive to the activities and traffics of the other exhibitors or visitors.
(2)Any demonstration and the other advertising and operating activity of the Exhibitor shall be made only in the booths assigned to the Exhibitor. The Exhibitor shall have the responsibility not to overcrowd the passages near its booths due to its demonstrations or advertising and operating activities.

(3)In case of any of the following behaviors taken, or possibly taken, by the Exhibitor, the Organizer shall have the rights to curb such behaviors of the Exhibitor, remove the exhibition items or ornaments of the Exhibitor, change the booths, remove the Exhibitor from the exhibition venue or hall, or reject the Exhibitor's entering to the venue or the hall, and/or take any and all other necessary actions, and, then, the Exhibitor agrees to comply with any and all directions and demands of the Organizer and to take all appropriate actions for such directions and demands immediately. And, in such case, the Organizer shall not have any obligation to reimburse any of the Exhibition Fees or any cost for the exhibition items and ornaments of the Exhibitor, and shall not be responsible for any and all losses and/or damages incurred by the Exhibitor due to such Organizer's actions.

i)To exhibit any item, or demonstrate or make any advertising and marketing activity which is judged by the Organizer to be inappropriate to the purpose of the Exhibition or its subjects, etc. ;

ii)To exhibit any item which infringes, or is likely to infringe, any third party's intellectual property right and/or its application, or any item which is made, or is likely to be made, in imitation or a dead-copy of the third party's model or design of the product which has been announced or exhibited publicly or commercially sold before the Exhibition ; or

iii)Any activity which violates, or is likely to violate, the Fire Defense Law or other related laws, rules or statutes in Japan or in the region of the exhibition venue, or any activity which affects, or is likely to affect, the operation, maintenance and/or the management of the Exhibition or the venue or the hall of the Exhibition, or safety thereof.

iv)Any exhibition, demonstration or other advertising and marketing activity which causes, or is likely to cause, a claim from the other exhibitor or visitors due to the sounds, water, smells, lights etc., originating from such activities.

Article 13 Handling of Personal Information

(1)The Exhibitor shall comply with the Act on the Protection of Personal Information and related laws and rules and regulations in case the Exhibitor obtains any Personal Information in the course of its exhibition or advertising and marketing activities. Especially, in case of transfer or entrusting of the Personal Information obtained to any other party or person, the Exhibitor shall obtain a prior written consent of the owner of such Personal Information.

Any dispute arising out of, or in connection with, the Personal Information obtained, managed and/or operated by the Exhibitor between the owner of such Personal Information shall be solved by the Exhibitor and such owner at the Exhibitor's costs and responsibility, and the Organizer shall in no manner have any responsibility for such disputes.

(2)The Exhibitor shall manage properly the Personal Information obtained in the course of its exhibition or advertising and marketing activities pursuant to the provisions of the Organizer's Privacy Policy (<http://www.jpi.or.jp/kojinhogo/kojinhogo.htm>). The Organizer may provide and/or entrust the Personal Information of the Exhibitor to the cooperative companies or workers (including without limitation any foundation construction company, electric power company, and/or bar-code system management company, etc.) for the purposes of business communication, billing services and/or any other work for the management or operation of Exhibition. In addition, the Organizer may use such Personal Information of the Exhibitor for the purposes of communication, notification, etc., of the Exhibition or other businesses of the Organizer.

Article 14 Indemnity

(1)The Organizer will use its best efforts to prevent accidents by deploying security guards for the management and maintenance of the whole venue of the Exhibition. However, the Organizer shall in no event be liable for any loss, damage or accident incurred by the Exhibitor or any other party or person with respect to its employees or agents, exhibition items or ornaments in the booths, assets of the Exhibitor, or any other loss and damage relating to the Exhibition Contract, irrespective of the causes and regardless of the Organizer's negligence.

(2)The Exhibitor shall be responsible for any and all losses, damages and accidents against any facility, construction and/or human body, etc., in relation to the booths assigned or its specifications of the Exhibitor regardless of the Exhibitor's negligence. In Addition, the Exhibitor shall be responsible for any and all losses, damages and accidents against any facility, construction and/or human body, etc. outside its booths and surrounding areas due to the negligence, omission, etc. of the Exhibitor or its representatives or agents.

(3)The Organizer shall in no manner be responsible for any incidental typographical error or omission in any material, brochure or data of the Exhibition.

Article 15 Insurance

The Organizer recommends the Exhibitor to take out a property insurance policy and accident insurance policy for its necessary items from its installment to removal.

Article 16 Adjournment or Cessation of Exhibition

(1)In case that it may be judged by the Organizer to be difficult to open or hold the Exhibition due to a natural or human disaster, or other force majeure or any act of God, the Organizer may adjourn, cancel or discontinue the Exhibition at its sole discretion.

(2)In case of cessation of the Exhibition, the Organizer shall reimburse the Exhibitor the Exhibition Fees paid by it less necessary expenses.

(3)In case of adjournment of the Exhibition, the Exhibition Fees paid by the Exhibitor shall be deemed the Exhibition Fees for the adjourned Exhibition; provided, however, if the Exhibitor notify the Organizer that the adjournment of the Exhibition significantly and seriously harms the meanings or purposes of the Exhibitor's participating of the Exhibition, and the Organizer admits such notification or claim reasonable, the Exhibitor may cancel the Exhibition Contract, and then the Organizer shall reimburse the Exhibition Fees to the Exhibitor less necessary expenses pursuant to the provision of the Section (2) of this Article.

(4)The Organizer shall have no other obligation or responsibility with respect to the adjournment or cessation of the Exhibition than to reimburse the Exhibition Fees pursuant to the Section (2) and (3) of this Article, and the Organizer shall in no manner be responsible for the reimbursement or indemnity of any and all losses, damages, costs, expenses, etc., incurred by the Exhibitor due to said adjournment or cessation of the Exhibition.

Article 17 Compliance with the Terms

The Exhibitor agrees that it shall comply with bunch of any and all terms and rules otherwise provided by the Organizer (including, but not limited to, the provisions in the Exhibitor's Handbook which will be delivered afterward), as well as this Terms of Exhibition. In addition, the Exhibitor shall interpret that any of such terms and rules is made for the purpose of protection of interests of the Exhibition, and shall cooperate with the Organizer to enforce and practice any and all such terms and rules of the Organizer.

Article 18 Termination

(1)If any of the following events occurs, the Organizer may, without sending any reminder previously and without any compensation to the Exhibitor, forthwith terminate the Exhibition Contract ;

i)The Exhibitor receives an order of attachment, temporary attachment, temporary injunction or judicial enforcement from any third party (excluding the case it receives such order as a garnishee) ;

ii)The Exhibitor suspends its payment to the other party, or any kind of bankruptcy procedures, including, but not limited to, petition in bankruptcy, or for corporate reorganization, civil rehabilitation or special liquidation proceeding, is commenced by or against the Exhibitor, or any event which might cause any of said bankruptcy procedures occurs ;

iii)The bill issued by the Exhibitor is dishonored by the clearing house, or the Exhibitor is suspended the transaction with banks ;

iv)The Exhibitor receives administrative punishment such as revocation or suspension of its business, from the regulatory authorities ;

v)The Organizer judges and decides that the Exhibitor or any of its exhibit ion items is, or is likely to be, inappropriate to this Exhibition or the purpose of it , or that it is socially inappropriate to allow the Exhibitor to participate in the Exhibition due to the Exhibitor's civil, criminal or administrative problems, or illegal or unfair activities or crimes, or the possibilities of them ;

vi)The Exhibitor fails to pay any part of the Exhibition Fees to the Organizer by due date described in the invoice ; or

vii)Except the aforementioned cases provided in this Article, the Exhibitor commits a breach of any of the provisions of this Terms of Exhibition and fails to remedy such breach within a reasonable period of time after the receipt of notice from the Organizer.

(2)Termination of the Exhibition Contract pursuant to this Article by the Organizer shall not prevent the Organizer from seeking compensations for any and all losses and damages to the Exhibitor.

Article 19 Governing Law

This Terms of Exhibition and Exhibition Contract hereunder shall be governed by, and construed in accordance with, the laws of Japan without reference to principles of conflicts of laws.

Article 20 Jurisdiction

Any dispute arising out of, or in relation to, or in connection with, this Terms of Exhibition and/or the Exhibition Contract hereunder or the breach hereof between the parties hereto shall be subject to the exclusive jurisdiction of the Tokyo District Court in Japan.

Article 21 Force Majeure

The Organizer shall not be liable for any delay, non-performance or any other default in performance of the obligations hereunder due to the occurrence of any event of force majeure, which includes prohibition of exportation, operation of laws, regulations and orders, war, riot, strike, fire, explosion, flood, typhoon, hurricane, tidal wave, earthquake, act of God, and any other causes beyond the reasonable control of the Organizer.

Article 22 Severability

If any provision of this Terms of Exhibition is held by a court of competent jurisdiction to be illegal or invalid, the remainder of the provisions shall remain effect.

Article 23 No Waiver

Failure of either party hereto to enforce any provisions of this Terms of Exhibition or any right in respect thereof or to exercise any election provided for herein shall in no manner be deemed to be waiver of such provisions, rights, or elections or in any way affect the validity of this Terms of Exhibition.

Failure of either party to exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Terms of Exhibition.